

AGREEMENT NO. _____
FEDERAL I.D. _____

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
SAFETY INSPECTION MECHANIC TRAINING PROGRAM AGREEMENT OF
PERFORMANCE

THIS Safety Inspection Mechanic Training Program Agreement made and entered into this day of _____ 20____, * by and between the Pennsylvania Department of Transportation, hereinafter DEPARTMENT,

and

ERIE COUNTY TECHNICAL SCHOOL, herein-after
EDUCATIONAL INSTITUTION;

WITNESSETH:

WHEREAS, the Department is responsible for the development, implementation and operation of the Safety Inspection Mechanic Program,

WHEREAS, to fulfill this responsibility, the DEPARTMENT is utilizing public and private EDUCATIONAL INSTITUTIONS which meet the DEPARTMENT's STANDARDS in order to provide a formal presentation of this instruction and administer certification testing,

WHEREAS, the DEPARTMENT will solicit assistance from the Bureau of Vocational Education, Pennsylvania Department of Education, in reviewing the selection of public vocational and post secondary institutions to carry out this program,

WHEREAS, to provide for a standardized Safety Inspection Mechanic Training Program, the DEPARTMENT is requiring specific services, standards, and overall instruction performance requirements.

*Do not enter date. The date will be completed by the DEPARTMENT when it signs the Agreement.

NOW, THEREFORE the parties hereto, intending to be legally bound hereby agree as follows:

1. Qualified/certified education instructor candidates must be approved by the DEPARTMENT. The DEPARTMENT shall solicit assistance from the Bureau of Vocational Education, Pennsylvania Department of Education, in reviewing the instructor approval process for public vocational and post secondary EDUCATIONAL INSTITUTIONS. EDUCATIONAL INSTITUTIONS shall provide instructor transcripts, copy of safety inspection mechanic certification card and resume containing automotive and teaching credentials and work experience for each instructor who wishes to participate in this program. After its review of instructor credentials of private licensed institutions the DEPARTMENT shall approve the qualified/certified candidates.

2. Qualified/certified education instructor candidates shall take and complete the Safety Inspection Instructor Training Clinic prescribed by the DEPARTMENT. This training, a one day eight hour effort, is required for certification to teach the Safety Inspection Mechanic Training Program. No fee shall be charged for this training. Qualified/certified education instructor candidates will receive Safety Inspection Instructor Certification from the DEPARTMENT upon successful completion of the Safety Inspection Instructor Training Clinic.

3. The Department of Transportation Safety Inspection Instructor Certification allows instructors to teach the Safety Inspection Mechanic Training Program. Certified instructors shall have a Pennsylvania photo driver's license or a Pennsylvania photo identification card. Out of state resident instructors shall have a valid out of state driver's license.

4. The DEPARTMENT is the sole authority able to certify safety inspection instructors and safety inspection mechanics.

5. Instructor certification and instructor safety inspection mechanic certification will remain valid as long as an instructor continues to teach the program in accordance with this Agreement and the provisions of 75 Pa. Code Chapter 175. If an instructor does not teach the Safety Inspection Mechanic Training Program within a three year period, violates provisions of 75 Pa. Code Chapter 175, or fails to remedy deficiencies in instruction as required by the Department, the instructor certification may be revoked. Safety inspection mechanic certifications obtained in conjunction with certification as an instructor (without course instruction and testing) may also be revoked, at the discretion of the Department.

6. Periodic instructor clinics may be required to provide new important program information to the EDUCATIONAL INSTITUTION, its administrators and instructors. When feasible, these clinics may be held in conjunction with the annual curriculum workshop held by the Department of Education.

7. Mechanic safety inspection certification will be based on the successful completion of the Safety Inspection Mechanic Training Program, applicable testing, the age of an applicant and the valid driver license class(es). Applicants must hold a valid driver's license corresponding to the type of vehicle they intend to safety inspect. In cases where the applicant's driver's license class does not include all vehicle types/weights included in the safety inspection mechanic certification category, it shall be the responsibility of the applicant, upon certification as a safety inspection mechanic, to perform safety inspections on only those vehicles for which the applicant holds a corresponding driver's license. The EDUCATIONAL INSTITUTION or

certified instructor shall contact the DEPARTMENT prior to beginning instruction to determine the eligibility of any applicant with restricted driving privileges i.e., occupational limited license (OLL), probationary license (PL) or ignition interlock (II). Certification shall be valid for a period of not more than three years, or, in the case of subsequent class certification, as stated on the mechanics valid certification card or certificate of completion. In all cases, the expiration date listed on the valid mechanic certification card is the expiration date for all certification classes, regardless of when additional written and tactile tests were taken. A mechanic may take additional written and tactile tests.

(a) Upon successful completion of Category 4 testing, applicants who hold a valid safety inspection mechanic certification in at least one other category prior to being tested for Category 4 will receive a safety inspection mechanic certification card and be certified to perform enhanced vehicle safety inspections on reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles and street rods, as well as review, assemble and complete related applications and documents.

(b) Upon successful completion of Category 4 testing, applicants who do not hold a valid safety inspection mechanic certification in at least one other category prior to being tested for Category 4 will receive a certificate of completion and will be certified to review, assemble and complete applications and documents related to reconstructed, specially constructed, modified, flood, recovered theft, collectible vehicles and street rods.

8. The DEPARTMENT may make classroom visits to review and evaluate instruction presentation (this includes both secondary and adult education courses). The EDUCATIONAL INSTITUTION will be notified prior to the visit(s). Designated officials from the DEPARTMENT will be responsible for these visits.

9. Technical assistance will be available to the EDUCATIONAL INSTITUTION through the Bureau of Motor Vehicles of the Department of Transportation.

10. Periodic visits may be arranged to meet with the EDUCATIONAL INSTITUTION administrators and instructors to review and assist in the implementation and presentation of the program.

11. The DEPARTMENT will be responsible for the Safety Inspection Instructor Training Program, the Safety Inspection Mechanic Training Program content and for providing "master" materials and supplies.

12. Materials and supplies consist of safety regulation textbooks, "master" tests and answer sheets and program report forms and any other reference material the Department deems necessary.

13. An initial supply of start-up program materials will be provided free of charge to the EDUCATIONAL INSTITUTION. These materials will consist of fifty (50) student textbooks (safety regulations), "master" answer sheets, tests, and program report forms. Additional orders for textbooks shall require payment by the EDUCATIONAL INSTITUTION. All other materials may be reproduced as needed. Requests for additional "master" materials may require payment.

14. Textbooks may be ordered in any amount necessary. The number of textbooks maintained should be reasonable in order to avoid excessive processing of periodic changes. Periodic changes to the textbook will be required by the DEPARTMENT because of regulation changes. The DEPARTMENT will provide the EDUCATIONAL INSTITUTION with one copy of the required changes which must be reproduced for insertion into the textbooks. The EDUCATIONAL INSTITUTION may charge the student a fee of up to 10 cents per page for these changes. These changes may be in addition to current textbook price allowances until the old textbooks requiring changes are sold.

15. A statement of account or general invoice will be sent with requested supplies. A copy of the statement of account or general invoice will be maintained by the DEPARTMENT.

16. The DEPARTMENT will periodically send bulletins to EDUCATIONAL INSTITUTION, its instructors, and administrators concerning the Training Program.

17. The DEPARTMENT may make periodic audits of the Safety Inspection Mechanic Training Program records maintained at private license post secondary educational institutions.

18. The Department of Education may make periodic audits of Safety Inspection Mechanic Training Program records maintained at public vocational and post secondary technical assistance to the EDUCATIONAL INSTITUTION.

19. The DEPARTMENT may be assisted by the Department of Education in providing technical assistance to the EDUCATIONAL INSTITUTION.

20. The EDUCATIONAL INSTITUTION shall be responsible for informing every certified Safety Inspection Instructor about the Educational Institution's responsibilities, the instructor's responsibilities and the student's responsibilities. Any private licensed EDUCATIONAL INSTITUTION offering the Safety Inspection Mechanic Training Program shall comply with the regulations of the State Board of Private Trade Schools. The Safety Inspection Mechanic Training Program and all instructors teaching the program shall be approved by the State Board of Private Trade Schools.

21. To offset financial requirements for the purchase of equipment, instruction materials and instructor and administrative processes, the EDUCATIONAL INSTITUTION is allowed to secure revenues through tuition fees.

22. No more than a One Hundred and Fifty (\$150.00) Dollar tuition fee may be charged each student for classroom instruction and initial written and tactile testing for certification.

23. No more than a Forty (\$40.00) Dollar fee may be charged for each additional "Special Category" written test/tactile test taken by a student.

24. Textbook cost to students, if charged, shall be no greater than twenty percent (20%) over cost charged by the DEPARTMENT. Textbook update cost, if charged, shall be no greater than 10 cents per page. These charges may be in addition to current textbook price allowances until the old textbooks are sold.

25. The EDUCATIONAL INSTITUTION shall agree to use available Federal, State and Local monies that can be applied for this specific program to offset costs of presenting the instruction.

26. If the EDUCATIONAL INSTITUTION is a public vocational or post secondary institution it shall assist the DEPARTMENT and the Bureau of Vocational Education, Department of Education in verifying the teaching qualification/certification of instructors. If the EDUCATIONAL INSTITUTION is a private license institution the DEPARTMENT, after review of instructor credentials, shall approve qualified/certified candidates.

27. All students shall be made aware of program requirements and responsibilities prior to admission through written material published by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION shall inform all students prior to admission that the required textbook must be read before instruction begins and the student shall bring the textbook to all classes.

28. The EDUCATIONAL INSTITUTION shall notify all students that a tuition fee (no more than \$150.00) may be required for the instruction. Station owners may provide the fee for students. Tuition fees may not be refundable once the instruction begins. Pennsylvania State Police Officers and the DEPARTMENT Motor Vehicle Program Inspectors, assigned as Garage Supervisors, are not required to pay a tuition fee for the instruction.

29. Students enrolling in the Safety Inspection Mechanic Training Program residing in a non-participating district (non-sponsored student) may be required to pay additional tuition fees (tuition variance).

30. Textbook costs, if charged, are in addition to the program tuition fee. Students and interested persons may purchase training textbooks at approved EDUCATIONAL INSTITUTIONS.

31. Any interested person may register and apply for the Safety Inspection Mechanic Training Program. Registration is for all students with or without previous Pennsylvania Safety Inspection Mechanic Certification or mechanical training.

32. Individuals are required to fill out Form MV-409 for Categories 1, 2, and/or 3 certification requests. Individuals are required to fill out Form MV-409S for Category 4 certification requests. This form shall be submitted to the EDUCATIONAL INSTITUTION for registration. Form MV-409 and MV-409S will be provided by the DEPARTMENT to the EDUCATIONAL INSTITUTION for distribution.

33. The DEPARTMENT recommends that the EDUCATIONAL INSTITUTION make available basic mechanic refresher instruction. This instruction should cover the basics of the steering system, the brake system, the lighting and electrical system, the fuel system, the exhaust system, and the suspension system. Students enrolling in this class may be required to pay fees for this instruction.

34. The EDUCATIONAL INSTITUTION officials shall work to their best ability to schedule students for the training course as soon as possible. Applicants must be notified of all open classes.

35. The EDUCATIONAL INSTITUTION, its instructors and/or supervisors shall verify the identification (ID) of every registered student entering the program during the initial class period and at all written examinations and tactile test periods. All students shall provide their valid Pennsylvania photo driver license or Pennsylvania photo ID secured from the Pennsylvania Department of Transportation (out of state students shall provide only a valid out of state driver's license) as identification. Students failing to provide required ID shall not be allowed to participate in the instruction or take the required tests. The EDUCATIONAL INSTITUTION or certified instructor shall contact the DEPARTMENT prior to beginning instruction to determine the eligibility of any applicant with restricted driving privileges i.e., occupational limited license (OLL) or probationary license (PL) or ignition interlock (II).

36. The EDUCATIONAL INSTITUTION shall notify students with driver license restrictions B, C, D, G, H, I, J, K, N, O, P, S and X that they may register for the course and upon satisfactory completion apply for certification. However, course completion and application will not guarantee certification, each application with any of the above restrictions shall be reviewed by the DEPARTMENT on a case-by-case basis. Applicants with restrictions may have their application rejected by the DEPARTMENT.

37. The DEPARTMENT recommends that the EDUCATIONAL INSTITUTION provide the Safety Inspection Mechanic Training Program and all category written/tactile tests. The EDUCATIONAL INSTITUTION may participate in less than all category written/tactile tests if conditions warrant, such as inadequate demand, and DEPARTMENT approval is given.

38. The EDUCATIONAL INSTITUTION agrees that the Safety Inspection Mechanic Training Program shall cover all required program content listed in the official instruction outline as designated by the DEPARTMENT.

39. The EDUCATIONAL INSTITUTION agrees that the instruction requires a total of twelve (12) hours class work and testing. One hour shall be used for a tactile certification test.

40. The EDUCATIONAL INSTITUTION shall require students applying for certification under Category 1, 2 or 3 to pass the "Base Line Course" written test (30 questions) with seventy percent (70%) or more correct answers and the category-specific written test (consisting of no less than 20 questions) with seventy percent (70%) or more correct answers.

41. The EDUCATIONAL INSTITUTION shall inform students that the content covered in the classroom will meet program objectives for all course/certification categories. However, written and tactile testing will require coordination and special scheduling. Written testing will require the following:

(a) A thirty-question "Base Line Course" written test covering generalized questions involving classroom and homework information for Category 1, 2 and/or 3 certification types; and

(b) A category-specific written test, consisting of no less than 20 questions, covering specific certification questions in the specific area in which the student wishes to be certified. Category-specific testing will be required for the following course/certification categories:

CATEGORY 1

- A. PASSENGER CARS
- B. TRUCKS 17,000 POUNDS OR LESS GROSS VEHICLE WEIGHT
- C. TRAILERS 10,000 POUNDS OR LESS REGISTERED GROSS WEIGHT

CATEGORY 2

- D. MOTORCYCLES

CATEGORY 3

- E. TRUCKS OVER 17,000 POUNDS GROSS VEHICLE WEIGHT
- F. TRAILERS OVER 10,000 POUNDS REGISTERED GROSS WEIGHT
- G. SCHOOL BUSES (P ENDORSEMENT REQUIRED ON DRIVER'S LICENSE)
- H. MASS TRANSIT VEHICLES (P ENDORSEMENT REQUIRED ON DRIVER'S LICENSE)

CATEGORY 4

(FOR THE PURPOSE OF ISSUING A BRANDED CERTIFICATE OF TITLE)

- A. RECONSTRUCTED VEHICLES
- B. SPECIALLY CONSTRUCTED VEHICLES
- C. FLOOD VEHICLES
- D. RECOVERED THEFT VEHICLES
- E. STREET RODS
- F. MODIFIED VEHICLES
- G. COLLECTIBLE VEHICLES

42. Only one tactile test may be taken under the program tuition fee. Students may choose one of three tactile tests specifically developed for the course/certification category which is coordinated with the category-specific test taken by the student. Tactile tests are not required for students applying for certification under Category 4.

43. To be certified in additional course/certification categories, students shall make arrangements with the EDUCATIONAL INSTITUTION. Additional category-specific written tests and corresponding tactile tests will be required. Students may be requested to bring privately owned vehicles for the tactile test. Each additional category-specific written test will require testing time (approximately 15 minutes) and each additional tactile test shall require one hour of tactile testing.

44. If a student fails a category-specific written test (less than 70% correct answers) the student SHALL NOT take the corresponding tactile test. This requires the EDUCATIONAL INSTITUTION to correct the category-specific written test before the corresponding tactile test is given. The EDUCATIONAL INSTITUTION is not required to reimburse the Forty (\$40.00) Dollar fee to the student. Students failing the written test may pre-register for the category as often as he or she wishes. However, the EDUCATIONAL INSTITUTION may charge a Forty (\$40.00) Dollar fee for every re-registration of a category-specific written/tactile test.

45. If a student chooses to complete two or all categories prior to certification application the EDUCATIONAL INSTITUTION shall list all successfully completed categories on Form MV-409 and/or MV-409S. If a certified mechanic wishes to take additional category courses at a later date and apply for certification, Form MV-409 or MV-409S should be processed as appropriate.

46. Certification received through the full tuition fee program is valid for a period of not more than three (3) years from the date of the DEPARTMENT certification. Additional written and tactile tests for other class certifications may be taken anytime after initial certification.

47. Students may choose to take the full tuition fee program category and all additional categories prior to applying for certification from the DEPARTMENT. This may be done as long as students complete the necessary requirements within the valid time allotted to them. New or expired certification applicants have one year from passing the base line written examination in which to complete all required testing and apply for certification.

48. Any student who completes the classroom requirements may take the "Base Line Course" written test and the category-specific written test. Failure to pass the "Base Line Course" test shall require the student to take the course and the "Base Line Course" test over again. The student may be required to pay another One Hundred and Fifty (\$150.00) Dollars. The "Base Line Course" test and the category-specific test shall be individually passed with a grade percentage of seventy percent (70%) or more correct answers. Once the required written tests are passed the corresponding tactile tests may be taken.

49. When a student completes classroom requirements and passes the "Base Line course" written test, the course and test credits remain valid for certification application for a period of one year from the date the course was completed. If application for certification is not made within this year, the student shall be required to reschedule the course and all testing and be responsible for all fees.

50. The EDUCATIONAL INSTITUTION agrees that students shall be given tactile tests as soon as possible after the completion of the course requirements and written test requirements. In no case shall the tactile test period be scheduled more than thirty (30) days after all course requirements and written test requirements are completed.

51. A student with a suspended driver's license may register for the training course and tests if he shows a valid photo ID issued by the DEPARTMENT. Course information for suspended drivers shall be entered on Form MV-409 and/or MV-409S and submitted to the DEPARTMENT.

52. Students may apply and complete additional category-specific written/tactile tests in more than one EDUCATIONAL INSTITUTION if:

- (a) The applicant has completed the proper registration forms.
- (b) Certified documentation of applicant's current eligibility is provided by an approved EDUCATIONAL INSTITUTION.
- (c) The applicant shall pay all costs required for this transaction.
- (d) The instructor verifies the identification of the applicant.

53. The EDUCATIONAL INSTITUTION agrees that student class size shall not exceed twenty-five (25) students.

54. The EDUCATIONAL INSTITUTION agrees that the Safety Inspection Mechanic Training Program shall be presented by the standardized method as indicated in the official instruction outline. Changes in presentation must be approved by the DEPARTMENT before they can be implemented.

55. The EDUCATIONAL INSTITUTION agrees that during the last class the written certification examinations shall be given.

56. The EDUCATIONAL INSTITUTION agrees that an additional one-hour safety inspection tactile test is required for each student taking Category 1, 2, and/or 3 instruction. No more than three (3) students may be tested simultaneously per instructor. The DEPARTMENT recommends that only two (2) students should be tested when feasible. Students shall perform the required tactile inspection test during this one-hour test.

57. The EDUCATIONAL INSTITUTION may hold student tactile testing at any official inspection station appointed by the DEPARTMENT if the facilities are conveniently located and permission is obtained by station officials. The EDUCATIONAL INSTITUTION shall bear full responsibility for all arrangements and must insure that the facility is of adequate size in which to hold the tactile tests.

58. The EDUCATIONAL INSTITUTION agrees that although two four-hour and one three-hour classes are suggested, instruction presentations may vary from more extended classes to shorter classes requiring the same or more frequent class meetings. In all cases classes for each course shall total eleven (11) hours.

59. The EDUCATIONAL INSTITUTION agrees that the instruction shall be offered for a minimum of forty (40) weeks per year provided a minimum number of students are available. The DEPARTMENT encourages participation of fifty (50) weeks per year.

60. The EDUCATIONAL INSTITUTION agrees that if demand or other circumstances, such as conditions in rural areas, require participation of less than forty (40) weeks per year, the DEPARTMENT shall be notified. Considerations may be made to allow for less participation.

61. The EDUCATIONAL INSTITUTION agrees that once instruction has officially begun, it cannot be cancelled because of student dropouts.

62. The EDUCATIONAL INSTITUTION agrees that all classes and testing must be administered by an instructor certified by the DEPARTMENT.

63. The EDUCATIONAL INSTITUTION agrees that written test grades must be posted and made available to students within seven (7) days after the tests are given.

64. The regulation textbooks shall be purchased by the EDUCATIONAL INSTITUTION from the DEPARTMENT. Other materials and supplies not expressly designated MAY be reproduced by the EDUCATIONAL INSTITUTION. Requests for additional "master" materials will require payment.

65. Supplies should be ordered, via requisition form, at least thirty (30) days in advance of need in order to avoid shortages. Materials will be mailed via United Parcel Service, US Postal Service or other services. Emergency orders are permitted, but additional mailing charges may be required.

66. The original copy of the requisition form shall be sent to the Bureau of Motor Vehicles, Vehicle Inspection Division, P. O. Box 68697, Harrisburg, PA 17106-8697. A carbon copy or machine copy shall be maintained at the school for at least two (2) years.

67. The EDUCATIONAL INSTITUTION is requested to make payment within thirty (30) days of receipt of materials.

68. The EDUCATIONAL INSTITUTION agrees to provide classroom facilities adequate to accommodate twenty (20) to twenty-five (25) students and which must comply with all applicable state and federal laws and regulations.

69. The EDUCATIONAL INSTITUTION agrees to provide a chalk board with supplies.

70. The EDUCATIONAL INSTITUTION agrees to provide an adequate garage facility with tools and equipment to provide tactile training and testing. Please see current Vehicle Equipment and Inspection Regulations for requirements for tools and equipment.

71. The EDUCATIONAL INSTITUTION agrees to provide vehicles for tactile testing.

72. The EDUCATIONAL INSTITUTION, its administrator, supervisors, and instructors shall maintain proper program records, materials and security required for these records and materials. The EDUCATIONAL INSTITUTION agrees that testing materials shall not be provided to anyone for other than testing purposes.

73. The EDUCATIONAL INSTITUTION agrees that open book testing is forbidden.

74. The EDUCATIONAL INSTITUTION agrees that pre and post test reviews of certification test questions are forbidden.

75. The EDUCATIONAL INSTITUTION agrees to collect all tests and scoring sheets after the completion of each test.

76. The EDUCATIONAL INSTITUTION agrees not to grade tests in front of students.

77. The EDUCATIONAL INSTITUTION shall have an identification number. This number shall be the EDUCATIONAL INSTITUTION VEMIS number or a number assigned by the DEPARTMENT.

78. The EDUCATIONAL INSTITUTION agrees to number all exams in chronological order.

79. The EDUCATIONAL INSTITUTION agrees that all scoring sheets shall have space provided for identification purposes (EDUCATIONAL INSTITUTION number, test number, exam number, student's name and date).

80. The EDUCATIONAL INSTITUTION agrees to maintain all test scoring sheets and records for a period of three (3) years. At that time, upon DEPARTMENT's approval, an official from the EDUCATIONAL INSTITUTION shall be permitted to destroy these tests.

81. The EDUCATIONAL INSTITUTION agrees that any breach in record keeping, testing, or security, including problems involving "master" tests, answer and scoring sheets, and other security items, as specified in this Agreement, shall be reported immediately to the Bureau of Motor Vehicles, Vehicle Inspection Division of the Department of Transportation at (717) 787-2895.

82. The EDUCATIONAL INSTITUTION agrees that all applicants must be at least eighteen (18) years of age to apply for certification from the DEPARTMENT. Proof of age shall be a current driver's license. Information for students under eighteen years of age shall be entered on Form MV-409 or MV-409S and submitted to the DEPARTMENT. When the student becomes eighteen (18) years of age the EDUCATIONAL INSTITUTION may notify the DEPARTMENT so certification can be processed.

83. Upon successful completion of the Safety Inspection Mechanic Training Program, the Instructor and responsible EDUCATIONAL INSTITUTION official shall complete and sign the Form MV-409 and/or MV-409S. A date of instruction completion shall also be entered. Form MV-409 and/or MV-409S must be mailed to the DEPARTMENT within thirty-five (35) days from classroom completion date.

84. Only students who have successfully completed all course requirements, have a valid driver's license and have intent to apply shall complete Form MV-409 and/or MV-409S by listing the category(ies) for certification and sign the form.

85. The completed Form MV-409 and/or MV-409S shall be forwarded by the EDUCATIONAL INSTITUTION to the DEPARTMENT.

86. The EDUCATIONAL INSTITUTION shall permit the DEPARTMENT to make classroom visits to review and evaluate instructor presentation.

87. The EDUCATIONAL INSTITUTION shall permit the DEPARTMENT and, in the case of public vocational and post secondary EDUCATIONAL INSTITUTION's the Bureau of Vocational Education, Department of Education to make periodic audits of Safety Inspection Mechanic Training Program records.

88. The EDUCATIONAL INSTITUTION agrees that its instructors shall attend a Safety Inspection Instructor Training Clinic sponsored by the DEPARTMENT in order to receive official Safety Inspection Instructor Certification to teach the Safety Inspection Mechanic Training Program. This clinic will be a one-day eight (8) hour effort. No fee shall be charged for this training. The EDUCATIONAL INSTITUTION agrees that its qualified or certified instructors shall hold a Department of Transportation Safety Inspection Instructor Certificate in order to teach Safety Inspection Mechanic Training.

89. The EDUCATIONAL INSTITUTION agrees that its instructor(s) shall meet program performance standards as previously stated. Special attention must be given to student identification and course/certification categories.

90. Prices presented in this contract are subject to escalation on an annual basis. Written notices by EDUCATIONAL INSTITUTIONS, sixty (60) days prior to June 30 of each year, expressing the need for increased program charges shall be sent to the DEPARTMENT. These notices will be reviewed by the DEPARTMENT and when possible the Pennsylvania Department of Education. If written requests are valid and approved, the DEPARTMENT will notify all EDUCATIONAL INSTITUTIONS of any approved increase.

91. The EDUCATIONAL INSTITUTION shall indemnify, save harmless and defend (if requested) the Commonwealth of Pennsylvania, the Department of Transportation, their officers, agents and employees, from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons, or property by or from the EDUCATIONAL INSTITUTION and its administrator, instructors, employees, servants, agents, as a result of any obligations under this contract or resulting from the instruction provided for, or performed under, this contract.

92. The EDUCATIONAL INSTITUTION may terminate this contract by providing a written notice thirty (30) days prior to proposed termination date. The DEPARTMENT may terminate this contract for good cause, for the EDUCATIONAL INSTITUTION's non-performance or inadequate performance, or for its convenience, by providing written notice thirty (30) days prior to the termination date.

93. The EDUCATIONAL INSTITUTION agrees to comply with the Commonwealth's Nondiscrimination Clause, the Provisions concerning the Americans with Disabilities Act, the Contractor Integrity Provisions, and the Contractor Responsibility Provisions marked as Exhibits A, B, C and D, respectively, and attached hereto.

94. This Agreement may be amended at any time by letter of agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed, sealed and delivered by their proper officials, pursuant to due and legal action authorizing the same to be done, the day, month and year first above written.

ATTEST:

Title:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary of Transportation

ATTEST:

Title:

~~RE~~ ERIE COUNTY TECHNICAL
EDUCATIONAL INSTITUTION SCHOOL

BY

Robert J. [Signature]
Title: DIRECTOR

APPROVED AS TO LEGALITY
AND FORM

BY

Chief Counsel

PRELIMINARILY APPROVED

Assistant Counsel

Recorded No. _____

BY

Deputy Attorney General

Certified Funds Available Under
Activity Program _____

Symbol _____

Amount _____

BY

Comptroller

APPROVED FOR OFFICE OF BUDGET

BY

Signature

Date

Exhibit A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Each contract entered into by a governmental agency shall contain the following provisions by which the contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

Exhibit B

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C. F. R. § 35.101 et seq., The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

Exhibit C

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

b. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

c. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.

d. Financial Interest means:

- (1) Ownership of more than a five percent interest in any business; or
- (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.

5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.

6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

10. The contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit D

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
5. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The contractor shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.
6. The contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the Department of General Services, Office of Chief Counsel, 603 North Office Building, Harrisburg, PA 17125, Telephone (717) 783-6472, FAX (717) 787-9138.